



Non-Disclosure Agreement (protecting EM Information)

This Non-Disclosure Agreement (hereinafter also referred to as the "Agreement") is solely and exclusively related to certain Proprietary Information of EM Microelectronic-Marin SA, rue des Sors 3, 2074 Marin, Switzerland (hereafter referred to as "EM"), which is considered confidential by EM and which EM may disclose to you (hereafter referred to as "Confidential Information").

1. Receipt and/or review of all information disclosed by EM to you is subject to privately owned rights and you recognize the exclusive right and title of EM in and to all Confidential Information disclosed by EM to you. Such Confidential Information shall be used solely for the Mutually Agreed Purpose(s) defined below.
2. You shall treat as strictly confidential all Confidential Information disclosed to you by EM, you shall make it available to your personnel only to the extent necessary for Mutually Agreed Purpose(s) defined below and you shall not, without express prior written consent of EM, disclose, deliver or otherwise make available such Confidential Information to any third party. You shall not make use of Confidential Information disclosed by EM for your own or outside purposes not covered by the Mutually Agreed Purpose(s) defined below.
3. You undertake to inform your officers and employees as well as any and all other persons rightfully called in of the above secrecy obligation and shall suitably secure their compliance therewith.
4. Confidential Information shall exclude any part of such disclosed information, facts or data which, as evidenced by documentary material, are:
 - a) in the public domain at the time of receipt by you or enter the public domain thereafter through no wrongful act;
 - b) already known to you at the time of receipt from EM;
 - c) lawfully disclosed to you by a third party without obligations of confidentiality;
 - d) developed and/or worked out by you independently from Confidential Information disclosed by EM;
 - e) required to be disclosed in order to comply with a competently authorized administrative or judicial request, order or decree, provided that you give EM sufficient prior notice to contest such request, order or decree.
5. Documents or other items (including but not limited to components) delivered to you by EM as well as possible records or the notes thereof shall be kept in a safe place not accessible to persons not entitled thereto and shall, together with all copies thereof, be promptly returned or destroyed, either upon request of EM or at the date of termination of this Agreement. Upon request of EM you shall provide EM with a written and duly signed statement, confirming and certifying the destruction by yourself of non-returned Confidential Information.
6. You recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights to you, not by license or otherwise, not to any invention or any patent right that has been issued based on Confidential Information of EM. You shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from EM Confidential Information without EM's prior written consent.
7. You understand that any violation of this Agreement would subject EM to irreparable injury. Therefore, in addition to any remedies otherwise available, EM shall be entitled to injunctive relief or equitable relief as well as monetary damages as may be deemed proper or necessary by a court of competent jurisdiction.



- 8. This Non-Disclosure Agreement shall come into effect upon its signature by you and shall automatically terminate three (3) years from its effective date. The obligations accruing prior to termination as set forth herein shall survive the termination of this Agreement for a period of five (5) years.
- 9. This Agreement shall be governed by, construed and interpreted in accordance with Swiss law, without giving effect to Switzerland's rules of conflict of law, and regardless of the place or places of its physical execution and performance.
- 10. Neuchâtel shall be the exclusive forum for settlement of any disputes arising hereunder.

Mutually Agreed Purpose(s):

We, the undersigned, agree by our signature below, to maintain all Confidential Information in confidence as required by this Agreement.

Company Name : **name**, address

Date : _____

Signature(s) : _____

Title(s) : _____